



## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

July 12, 2016

24 July 12, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

  
LORI GLASGOW  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF SOLE SOURCE CONTRACT WITH ALACO LADDER COMPANY FOR REPAIR AND MAINTENANCE SERVICES FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY'S WOODEN GROUND LADDERS (ALL DISTRICTS) (3 VOTES)**

### SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) requires repair and maintenance services for the District's wooden ground ladders to ensure the safety of the District's firefighters. The District is requesting Board of Supervisors (Board) approval to establish a Sole Source Contract (Contract) with Alaco Ladder Company (Alaco) to provide repair and maintenance services for all the District's National Fire Protection Association (NFPA)-compliant wooden ground ladders.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Chair to sign the attached Contract (Attachment A) between the District and Alaco for repair and maintenance services of the District's wooden ground ladders. The term of the Contract will be for five years, with 12 month-to-month extensions, for a maximum Contract term of six years.
2. Authorize the maximum Contract sum of \$900,000, including the initial Contract term of five years and 12 month-to-month extension options, in an amount not to exceed \$150,000 annually. Allowances for Cost of Living Adjustment (COLA) requests for the multi-year service Contract (Policy No. 5.070 of the Board of Supervisors Policy Manual) have been included.

3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including any extensions as described in recommendations two and three above, respectively, and in accordance with the approved Contract terms and conditions.
4. Find that this Contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The District seeks to continue repair and maintenance services as needed for the District's wooden ground ladders. Alaco is the only company that manufactures NFPA compliant wooden ground ladders. The District currently uses only Alaco wooden ground ladders and carries them in various lengths and are estimated to be worth over \$4,500,000. Therefore, Alaco is the only company that can warrant repairs and maintain the District's wooden ground ladders.

Approval of the recommended actions is essential, as it will enable the District to continue appropriate and uninterrupted repair and maintenance services for its wooden ground ladders. The District requires safe and reliable wooden ladders for the purposes of its vision and mission and to ensure the safety of the District's firefighters.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions supports the County's Strategic Plan Goal #1, Operational Effectiveness/Fiscal sustainability, which guides us to maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services. The contractor has the expertise to provide the services efficiently, timely, and in a responsive manner, enabling the District's ability to provide optimum safety for its firefighters.

### **FISCAL IMPACT/FINANCING**

The maximum Contract expenditure for the District is \$150,000 per Contract year. The District's Fiscal Year 2016-17 Adopted Budget includes \$150,000 for this Contract and provides allowances for COLA increases. There is no impact to net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The District is authorized to contract these services pursuant to California Health and Safety Code Section 13861 and Public Contract Code Section 20810-20812. The Statement of Work and Contract cover categories of services required by the District which are in compliance with the U.S. Department of Labor Occupational Safety & Health Administration (OSHA) regulations, NFPA 1932 "Fire Service Ladders" requirements, and OSHA Regulations/Standards 29 CFR 1926.1053.

Alaco is in compliance with all Board and Chief Executive Office (CEO) requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agrees to maintain compliance with all requirements throughout the term of the Contract.

The attached Contract provides that the District has no obligation to pay for expenditures incurred by Alaco beyond the agreed annual Contract amount. Further, Alaco will not be asked to perform services which exceed the approved scope of work or Contract term.

The CEO's Risk Management Branch reviewed the Contract prior to negotiations and concurred with the provisions relating to insurance and indemnification. The Contract has been approved as to form by County Counsel and has been signed by Alaco. On final analysis and consideration of the award, this vendor was selected without regard to race, color, creed, or national origin.

### **ENVIRONMENTAL DOCUMENTATION**

The services provided through this proposed Contract will not have a significant effect on the environment; and therefore, the Contract is exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

### **CONTRACTING PROCESS**

The District currently obtains these services through a Sole Source Contract with Alaco that is scheduled to expire on July 17, 2016. On January 14, 2016, the District notified your Board that the Sole Source Contract with Alaco was expiring in six months. Subsequently, on February 17, 2016, the District notified your Board of its intent to enter into negotiations with Alaco for a new five year Sole Source Contract with 12 month-to-month extensions, pursuant to Board of Supervisors' policy 5.100, Sole Source Contracts. The Sole Source Checklist (Attachment B) was approved by CEO on January 7, 2016. On May 11, 2016, the District and Alaco completed negotiations and agreed to the terms and conditions as described in the Contract and pricing (Attachment C).

In accordance with County policy, the Contract contains a COLA provision, based on an annual rate as determined by the CEO, whereby at the sole discretion of the District, may increase the Contractor's compensation after the third Contract year and every year thereafter. The COLA adjustment rate is capped at the lesser of the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the Contract anniversary date or the general salary movement percentage for County employees for the 12-month period preceding the prior July 1st.

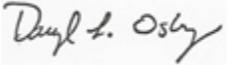
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this Contract will enable the District to continue providing optimum safety for its firefighters, while ensuring the highest level of service and compliance. The repair and maintenance services of the District's wooden ground ladders are currently contracted with Alaco; therefore, the Contract will not result in a reduction of service and there is no change in risk exposure to the District.

**CONCLUSION**

Upon approval by your Honorable Board, the District requests the Executive Office of the Board to notify the District's Contract Administrator at (323) 838-2275, when the documents become available.

Respectfully submitted,



DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:zr

Enclosures

c: Chief Executive Officer  
Executive Officer, Board of Supervisors  
County Counsel

**CONTRACT**



**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**ALACO LADDER COMPANY**

**FOR**

**ALACO WOODEN LADDER REPAIR AND MAINTENANCE  
SERVICES**

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## **STANDARD EXHIBITS**

- A STATEMENT OF WORK
- B PRICING SHEET
- C CERTIFICATION OF INDEPENDENT PRICE DETERMINATION &  
ACKNOWLEDGEMENT OF CONTRACT RESTRICTIONS
- D CONTRACTOR'S EEO CERTIFICATION
- E DISTRICT'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM –  
CERTIFICATION FORM & APPLICATION FOR EXCEPTION
- J SAFELY SURRENDER BABY LAW
- K LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY
- L DEFAULTED PROPERTY TAX REDUCTION PROGRAM AND  
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- M CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- N CERTIFICATION OF NO CONFLICT OF INTEREST
- O FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERT
- P L.A. COUNTY COMMUNITY BUSINESS ENTERPRISE PROGRAM –  
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- Q ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW  
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- R BUSINESS AND OWNERSHIP INFORMATION

- S TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM APPLICATION
- T CONTRACT DISCREPENCY REPORT
- U PERFORMANCE REQUIREMENTS SUMMARY CHART
- V COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESSES
- W INTERNAL REVENUE SERVICE NOTICE 1015

**CONTRACT BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY  
AND  
ALACO LADDER COMPANY  
FOR  
ALACO WOODEN LADDER REPAIR AND MAINTENANCE  
SERVICES**

This Contract (“Contract”) made and entered into this 12th day of July, 2016 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as “District” and Alaco Ladder Company, hereinafter referred to as “Contractor.” Alaco Ladder Company is located at 5167 G Street, Chino, CA 91710.

**RECITALS**

WHEREAS, the District is authorized by the Health and Safety Code Section 13861 and Public Contract Code Section 20810-20812 to contract with private businesses to provide wooden ladder repair and maintenance services on an intermittent and temporary basis when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing wooden ladder repair and maintenance services; and

WHEREAS, the District has the responsibility for maintaining and repairing its wooden ladders to ensure the safety of its employees and to achieve its mission to protect lives and property; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, and V are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Sheet
- 1.3 EXHIBIT C - Certification of Independent Price Determination & Acknowledgement of Contract Restrictions
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - District's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution  
  
G1- Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Contractor Employee Jury Service Program – Certification Form & Application for Exception

- 1.10 EXHIBIT J - Safely Surrender Baby Law
- 1.11 EXHIBIT K - Listing of Contractors Debarred in Los Angeles County
- 1.12 EXHIBIT L - Defaulted Property Tax Reduction Program and Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 1.13 EXHIBIT M - Contractor's Organizational Questionnaire/Affidavit
- 1.14 EXHIBIT N - Certification of No Conflict of Interest
- 1.15 EXHIBIT O - Familiarity with the County's Lobbyist Ordinance Certification
- 1.16 EXHIBIT P - L.A. County Community Business Enterprise Program- Request for Local SBE Preference Program Consideration
- 1.17 EXHIBIT Q - Attestation of Willingness to Consider GAIN/GROW Participants
- 1.18 EXHIBIT R - Business & Ownership Information
- 1.18 EXHIBIT S - Transitional Job Opportunity Preference Program Application
- 1.19 EXHIBIT T - Contact Discrepancy Report
- 1.20 EXHIBIT U - Performance Requirement Summary Chart
- 1.21 EXHIBIT V - County of Los Angeles Policy on Doing Business with

## Small Businesses

### 1.22 EXHIBIT W - Internal Revenue Service Notice 1015

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** This agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the District.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **District Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **District Project Director:** Person designated by the District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.6 **District Project Manager:** Person designated by the District's Project Director to manage the operations under this Contract.

- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The District shall have the sole option to extend this Contract term for up to twelve (12) month to month extensions, for a maximum total Contract term of five (5) years and twelve (12) months. Each such extension option may be exercised at the sole discretion of the Fire Chief or authorized designee.

The District maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.

- 4.3 The Contractor shall notify the District when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

### **5.0 CONTRACT SUM**

- 5.1 **Contract Sum**

5.1.1 During the term of this Contract, Contractor shall receive funding for providing the Services outlined in this Contract and attached SOW (hereafter "Contract Funds"). Contract Funds shall be allocated to Contractor on an annual basis for each Fiscal Year (hereafter "Contract Sum"). The Annual Contract Sum for the first Fiscal Year of this Contract is **\$150,000**. The Annual Contract Sum each Fiscal Year following the first Fiscal Year is projected to remain at the level of **\$150,000**. The combined total of all Annual Contract Sums for the five (5) year term of this Contract is estimated to be **\$750,000** (hereafter "Contract Sum"), not including any potential extensions. Contractor acknowledges that both the projected funding for each year after the first year and the projected combined total of all Annual Contract Sums are estimates only.

5.1.2 Pursuant to Subparagraph 8.1, Amendments, District may amend this Contract upon occurrence of any changes to the Contract Funds. Future allocations of Contract Funds will be contingent upon the availability and appropriation of funds from District.

## 5.2 Assumptions or Takeover

5.2.1 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.

## 5.3 75% of Contract Authorization

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District at the

address herein provided in Exhibit E - District's Administration.

**5.4 No Payment for Services Provided Following Expiration or Termination of Contract**

5.4.1 The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the District and shall immediately repay all such funds to the District. Payment by District for services rendered after expiration-termination of this Contract shall not constitute a waiver of District's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B – Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District by the 15<sup>th</sup> calendar day of the month following the month of service.

- 5.5.5 Contractor's invoices shall include the following:
- 1) Contract Number
  - (2) Date of Service
  - (3) A breakdown of labor hours, hourly rate and material costs as separate items, (e.g., Labor 3 hours @ \$30/hour = \$90.00).
  - (4) Fixed fee (e.g., any flat rate job) authorized by the District's Contract Manager or authorized designee.
  - (5) Employee Name and Employee Number of District Employee who ordered or authorized service.
  - (6) A copy of sub-contractor or sublet cost with invoice if a portion of work is contracted out.
  - (7) Signature of authorized District employee.
- 5.5.6 Contractor's failure to obtain the signature of the District employee authorizing the work shall invalidate the repair order and will result in non-payment.
- 5.5.7 All invoices under this Contract shall be submitted in two (2), one (1) **ORIGINAL** to the following address or by email:
- Consolidated Fire Protection District of  
Los Angeles County  
Financial Management Division  
Expenditure Management Section  
P.O. Box 910901  
Commerce, CA 90091-0901  
EDL-Fire-Invoices.Submission@fire.lacounty.gov
- 5.5.8 Contractor shall send one **(1) copy** of the invoice to the District representative authorizing the work (in addition to sending original invoice to Financial Management Division.) The District's representative shall review and approve all invoices for payment that meet criteria as set forth in contract.

**Copy shall be emailed or faxed to:**

Fire Captain Eric Suarez  
Consolidated Fire Protection District  
of Los Angeles County  
[EDC.ladder@fire.lacounty.gov](mailto:EDC.ladder@fire.lacounty.gov)  
Fax: 562-860-9106

#### 5.5.9 District Approval of Invoices

5.5.9.1 All invoices submitted by the Contractor for payment must have the written approval of the District's representative prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.9.2 In the event the Contractor does not receive payment from the District for services rendered as prescribed in this SOW, within forty-five (45) calendar days, the invoice will be subject to a 1% late fee or a 2% late for invoices not paid within sixty (60) calendar days.

#### 5.6 **Cost of Living Adjustments (COLA's)**

After the initial three (3) year Contract Term, and if requested by the Contractor, the contract hourly amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall

take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties

## **6.0 ADMINISTRATION OF CONTRACT - DISTRICT**

### **DISTRICT ADMINISTRATION**

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit E - District's Administration. The District will notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 District's Project Director**

The role of the District's Project Director may include:

- coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

#### **6.2 District's Project Manager**

The role of the District's Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is

not authorized to further obligate the District in any respect whatsoever.

### **6.3 District's Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

- ensuring that the objectives of this Contract are met; and
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements; and

### **6.4 District's Contract Manager**

The District's Contract Manager is responsible for overseeing the day-to-day administration of this Contract. These responsibilities include:

- meeting with the Contractor's Contract Manager on a regular basis; and
- inspecting any and all task, deliverable, goods, services, or other work provided by or on behalf of the Contractor.

The District's Contract Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F - Contractor's Administration. The Contractor will notify the District in writing of any change in the names or addresses shown.

### **7.1 Contractor's Project Manager**

7.1.1 The Contractor's Contract Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Contract Manager.

7.1.2 The Contractor's Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Manager on a regular basis.

## **7.2 Approval of Contractor's Staff**

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

## **7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

## **7.4 Background and Security Investigations**

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by the District at District's sole discretion, shall undergo and pass a background investigation to the satisfaction of the District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with District's request at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation

- 7.4.3 District, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any

injunction, or make any admission, in each case, on behalf of District without District's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.

8.1.3 The Fire Chief or authorized designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.

### **8.2 Assignment and Delegation**

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in

part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a District Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to District contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 Complaints**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within ten (10) business days after the Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Contract Manager of the status of the investigation within five (5) business days of receiving the complaint.

- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the District's Contract Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. Any violation of applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby shall constitute a material breach of this Contract.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief,

or make any admission, in each case, on behalf of District without District's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the District's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the District under the Contract, the Sub-Contractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
  
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the District if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the District's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees

who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 Consideration of Hiring GAIN-GROW Participants**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The District will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN-GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the District's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the District acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified

period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the District.

#### **8.12.3 Non-responsible Contractor**

The District may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the District or a nonprofit corporation created by the District, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the District, any other public entity, or a nonprofit corporation created by the District, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the District or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the District.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Sub-Contractors of Contractor**

These terms shall also apply to Sub-Contractors of District Contractors.

#### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all

applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 District's Quality Assurance Plan**

The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Damage to District Facilities, Buildings or Grounds**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **8.18 Facsimile Representations**

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **8.19 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but

not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.

## **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further and

consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

## **8.23 Indemnification**

The Contractor shall indemnify, defend and hold harmless the District, its Special Districts, elected and appointed officers, employees, agents and volunteers ("District Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract,

except for such loss or damage arising from the sole negligence or willful misconduct of the District Indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.1 Evidence of Coverage and Notice to District**

- Certificate(s) of insurance coverage (Certificate) satisfactory to the District, and a copy of an Additional Insured endorsement confirming the District and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the District at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the District not less than ten (10) days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification

number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any District required endorsement forms.

- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management/Contracts Section  
5801 s. Eastern Ave., Suite 100  
Commerce, CA 90040-4001

Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or District.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively District and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. District and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or

omissions, whether such liability is attributable to the Contractor or to the District. The full policy limits and scope of protection also shall apply to the District and its Agents as an additional insured, even if they exceed the District's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide the District with, or Contractor's insurance policies shall contain a provision that the District shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the District with A.M. Best ratings of not less than A:VII unless otherwise approved by District.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the District under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide District with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the District and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain District's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the District to pay any portion of any Contractor deductible or SIR. The District retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the District, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on any claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.13 Alternative Risk Financing Programs**

The District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The District and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.24.14 District Review and Approval of Insurance Requirements**

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.

### **8.25 Insurance Coverage**

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the District and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer, and the endorsement form shall be modified to provide that the District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## 8.26 Liquidated Damages

8.26.1 If, in the judgment of the District, or authorized designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or authorized designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description

of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her authorized designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief, or his/her designee, deems are correctable by the Contractor over a certain time span, the Fire Chief, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be the District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

8.26.3 The action noted in subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to

the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

- 8.26.4 This subparagraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

### **8.27 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

### **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.28 when so requested by the District.
- 8.28.7 If the District finds that any provisions of this subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the District from acquiring similar, equal or like goods and/or services from other entities or sources.

### **8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

The Contractor shall bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief, or designee shall resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The District's Contract Administrator or District's Contract Manager shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required in the process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify

the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and

employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles District, provided that if any such material is located outside Los Angeles District, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.39 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's

maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the Sub-Contractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify, defend, and hold the District harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing

services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this District right.

- 8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the District from each approved Sub-Contractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District  
of Los Angeles County  
Materials Management/Contracts Section  
5801 S. Eastern Ave., Suite 100  
Commerce, CA 90040-4001

Before any Sub-Contractor employee may perform any work hereunder.

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to subparagraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 Termination for Convenience**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subparagraph 8.38, Record Retention and Inspection-Audit Settlement.

### **8.43 Termination for Default**

- 8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:
- Contractor has materially breached this Contract; or
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

- 8.43.2 In the event that the District terminates this Contract in whole or in part as provided in subparagraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.
- 8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.
- 8.43.4 If, after the District has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

8.44.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the District Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal

Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the District's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract

and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 Waiver**

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon by the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

## **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to District under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which District may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## **8.53 Time Off for Voting**

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

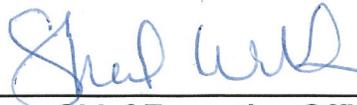
# **9.0 UNIQUE TERMS AND CONDITIONS**

## **9.1 Mandatory Requirement to Register on County's WebVen**

9.1.1 As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven/.County> shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).



**SOLE SOURCE CHECKLIST**

<p>Check (✓)</p>	<p><b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> <i>Identify applicable justification and provide documentation for each checked item.</i></p>
<p>✓</p>	<p>➤ <b>Only one bona fide source for the service exists; performance and price competition are not available.</b> The county of Los Angeles Fire Department has and continues to equip all firefighting apparatus with Alaco wooden ground ladders. Currently all of the 216 Engines Companies, 15 Truck Companies and 26 Quints carry over 1,058 Alaco Ladders of various lengths. The worth of these ladders is over \$4,500,000.00.</p>
	<p>➤ <b>Quick action is required (emergency situation).</b></p>
	<p>➤ <b>Proposals have been solicited but no satisfactory proposals were received.</b></p>
	<p>➤ <b>Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</b></p>
<p>✓</p>	<p>➤ <b>Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.</b>  Please see attached letter from vendor.</p>
	<p>➤ <b>It is more cost-effective to obtain services by exercising an option under an existing contract.</b></p>
	<p>➤ <b>It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.</b></p>
<p>✓</p>	<p>➤ <b>Other reason. Please explain:</b> Alaco Ladder Company is the only company that produces NFPA compliant ladders for the Fire Service.</p>
<p style="text-align: center;">   <span style="display: inline-block; width: 200px; border-bottom: 1px solid black;"></span> Deputy Chief Executive Officer, CEO             <span style="float: right; margin-right: 100px;">   <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span> Date             </span> </p>	

# ATTACHMENT C

## PRICING SHEET

### Alaco Wooden Ladder Repair Services

Contractor Name Alaco Ladder Company

Address 5167 G Street

**No PO  
Box** \_\_\_\_\_

City Chino State CA Zip 91710-5143

Contact Name Pedro Jimenez

Phone # 909-591-7561 or 888-310-7040 Fax # 909-591-7565

24-Hour Contact N/A Toll Free # 888-310-7040

Business Days & Hours Office M-F 7A-4:30P / Shop M-F 7A-4:30P

**WEBVEN Vendor # (REQUIRED):** 00580201

REGISTER AT: [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm)

*Your pricing shall also be reflected on your invoice. The price listing here (Exhibit B) shall remain firm and fixed for the initial three years of your Contract.*

**Wooden Ladder Repair and Maintenance Services are all inclusive, as stated in the SOW:**

**The hourly bill rates for this contract shall be:**

Regular hourly rate	\$70.00
Overtime hourly rate	\$105.00
Freight: FOB Destination – (Show Freight as a separate line item on invoice)	\$N/A
Material/Parts markup percentage (maximum allowed 15%)	15%
Subcontractor work markup percentage (maximum allowed 15%)	15%

**ATTACHMENT C**

**PRICING SHEET**

Alaco Wooden Ladder Repair Services

All rates must include all overhead, benefits, and profit. All prices submitted will be considered as included all applicable taxes, hazardous waste disposal, cleanup costs, unless stated separately above.

MARIO GARCIA

PRESIDENT

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Print Name of Contractor

Title

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Signature

Date

Contractor may use additional sheet of paper if needed to identify additional rates.